

IN THE MATTER OF:

CONSERVATION CHEMICAL COMPANY  
OF ILLINOIS, GARY, INDIANA

Proceeding under Section 122(g)(4)  
of the Comprehensive Environmental  
Response, Compensation, and  
Liability Act of 1980, as amended,  
42 U.S.C. 9622(g)(4)

U.S. EPA DOCKET NO.

**ADMINISTRATIVE ORDER  
ON CONSENT**

**I. JURISDICTION**

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E September 13, 1987.

2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents" and "Settling Federal Agency"). Each Respondent and the Settling Federal Agency agree to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent and the Settling Federal Agency further consent to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

**II. STATEMENT OF PURPOSE**

3. The mutual objectives of the Parties entering into this Consent Order are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA that allows Respondents and the Settling Federal Agency to make a cash payment, including a premium, to resolve their alleged civil liability to the United States under Section 106 and 107 of CERCLA with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby avoiding difficult, prolonged, and complicated litigation among the Parties;

b. to simplify any and all remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site;

c. to obtain settlement with Respondents and the Settling Federal Agency for at least their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund or by any potentially responsible party;

d. to permit Respondents and the Settling Federal Agency to obtain protection from contribution actions or claims provided by Sections 113(f)(2) and 122(g)(5), for matters addressed in this Consent Order;

e. to reduce the alleged potential liability of the potentially responsible parties at the Site who are ineligible to participate in this settlement, or who are eligible but who choose not participate in this settlement, by the amount recovered in this settlement, pursuant to Section 122(g)(5) of CERCLA, without waiving EPA's assertion of joint and several liability against such potentially responsible parties.

### III. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. 9601, et seq.

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "EPA" shall mean the United States Environment Protection Agency and any successor departments or agencies.

d. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. 9507.

e. "Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

f. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean the United States and the Respondents and the Settling Federal Agency.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901 et seq. (also know as the Resource Conservation and Recovery Act).

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A, who sign this Consent Order, except for the Settling Federal Agency.

k. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA.

l. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

m. "Settling Federal Agency" shall mean the United States Air Force.

n. "Site" shall mean the Conservation Chemical Company of Illinois Inc. Superfund Site, encompassing approximately 4 acres, located at 6500 Industrial Highway, Lake County, Gary, Indiana, and depicted generally on the map attached as Appendix B, including any soils, water, groundwater, or air, at or near the Site, where hazardous waste released at or from the Site has come to be located through migration at or from the Site.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### IV. STATEMENT OF FACTS

5. The Conservation Chemical Company of Illinois, Inc. Site is a 4.1-acre, triangular-shaped piece of land, located in Lake County, Gary, Indiana. The Site is situated north of and adjacent to the Gary Municipal Airport's main runway, and is bounded by the Western Scrap property to the north, the Elgin, Joliet and Eastern Railroad tracks to the south, and a wetlands

to the west. The Site is not on the National Priority List, 40 C.F.R. § 300.

6. Prior to 1967, the property was owned by the Berry Oil Company which operated an oil refinery at the Site. In 1967, Norman Hjersted, President of Conservation Chemical Company of Illinois, Inc. acquired the above-described property from the Berry Oil Company. From 1967 through 1985, Conservation Chemical Company of Illinois, Inc. conducted operations at the Site, including storing and treating spent acids, oils, and solvents, operating as a producer of ferric chloride, and operating as a hazardous waste terminal and treatment facility for cyanide, organic solvents, plating waste and waste oils. Conservation Chemical Company of Illinois, Inc. ceased operations in 1985.

7. Hazardous substances have been or are threatened to be released into the environment at or from the Site. In February 1985, EPA's Technical Assistance Team (TAT) conducted a Site assessment and identified several imminent threats to human health and the environment. They found 13 tanks of cyanide wastes with concentrations up to 19,000 parts per million (ppm) free cyanide, totalling at least 184,531 gallons; 12 tanks of hydrochloric and sulfuric acid, totalling at least 413,500 gallons; one tank of at least 15 cubic yards of acid sludge; many severely corroded and leaking tanks and drums containing acids, caustics, flammables, polychlorinated biphenyls (PCBs) and cyanide-contaminated materials; one tank containing silicon tetrachloride; two tanks containing an estimated 495,580 gallons of PCB-contaminated materials; and contaminated soils.

8. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. 9604, and will undertake response action in the future.

9. From October 1985 through September 1990, EPA conducted limited, but substantial removal activities at the Site, including, construction of a fence to secure the Site; excavation, sampling and off-Site disposal of buried drums containing hazardous substances; consolidation of hazardous waste from severely deteriorating and leaking drums and tanks and placement into more structurally sound tanks on Site; and off-Site disposal of solid and liquid hazardous waste from certain tanks and drums.

10. In connection with the removal activities described above, EPA disposed of approximately 187,948 gallons of PCB-contaminated oil; 214.78 tons of PCB-contaminated soil; 1,941 gallons of liquid hazardous waste; 60 tons of hazardous waste solids; 15,300 gallons of flammable waste liquid; 112 gallons of flammable waste solid; 1,760 gallons of waste chromic acid; 2,960 gallons of non-hazardous solid; 74 cubic yards of contaminated

debris; and 51,600 pounds of silicon tetrachloride.

11. On September 27, 1985, EPA issued a CERCLA Section 106(a) Unilateral Administrative Order (UAO) to the owner-operator of Conservation Chemical Company of Illinois, Inc. and 18 generator-potentially responsible parties that were associated with the Site. A supplemental UAO was issued by EPA to the same respondents on November 22, 1985. Pursuant to the UAOs, a group of the generator-potentially responsible parties conducted limited, but significant removal activities at the Site, including constructing a fence around a portion of the Site for security purposes; removal and off-Site disposal of acids from 4 tanks; removal and off-Site disposal of acid sludge from 1 tank; removal and off-Site disposal of cyanide from 13 tanks; and dismantling a tower used to store cyanide and off-Site disposal of the tower's cyanide-contaminated building materials. These generator potentially responsible parties incurred approximately \$2,183,191.52 in past costs for these activities.

12. Beginning in December 1993, EPA's TAT conducted a Site assessment to document the remaining threats at the Site, and found several imminent and substantial threats to the environment. The TAT documented 12 non-empty tanks containing acids and solvents; a number of empty tanks with acid and caustic residue; a number of deteriorating drums containing acid, caustic and flammable liquids; a number of empty drums with acid and caustic residue, and cyanide solids; soil contaminated with hazardous substances; lagoons/sludge pits containing hazardous substances; 5000 cubic yards of PCB-contaminated soil; five uncontrolled lab packs containing laboratory chemicals; 20 cubic yards of asbestos-containing materials; contaminated waste oils; and contaminated groundwater.

13. Analytical testing of waste samples taken during the Site investigation revealed the presence of hazardous substances on-Site, including, but not limited to acetone, asbestos, benzene, cyanide, 1,2-dichlorobenzene, 1,1-dichloroethane, dichloromethane, isophorone, lead, 2-methylnaphthalene, naphthalene, polyaromatic hydrocarbon (PAH) compounds, sludge material demonstrating the characteristic of toxicity for chromium, tetrachloroethene, 1,1,1-trichloroethane, trichloroethene, and toluene.

14. In 1994, EPA's TAT also conducted geoprobe testing of the groundwater at the site. Results contained in a July 1994 report revealed the presence of hazardous substances in the groundwater, including volatile organic analytes, semi-volatile organic analytes, and cyanide.

15. In performing the response activities described above, EPA has incurred and will continue to incur response costs at or in connection with the Site. EPA has incurred approximately

2,956,867.86 in past costs through July 31, 1995.

16. Each Respondent and the Settling Federal Agency listed on Appendix A to this Consent Order allegedly arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or the Settling Federal Agency, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or the Settling Federal Agency.

17. The amount of hazardous substances allegedly contributed to the Site by each Respondent or the Settling Federal Agency is less than 1% of the hazardous substances sent to the Site, and the hazardous substances contributed by each Respondent and the Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix C contains a listing of the volume of waste containing hazardous substances contributed to the Site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

18. EPA estimates that the total response costs incurred and to be incurred at the Site, (including a premium of 100% assessed against future costs), by the EPA Hazardous Substance Superfund and by potentially responsible parties at the Site are \$26,752,389.38. The payment required to be made by each Respondent and the Settling Federal Agency pursuant to this Consent Order is a minor portion of this total amount.

#### V. DETERMINATIONS

19. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

a. The Conservation Chemical Company of Illinois, Inc. Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

b. Each Respondent and the Settling Federal Agency are individually a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

c. Each Respondent and the Settling Federal Agency are individually a potentially responsible party within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

d. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

e. Prompt settlement with each Respondent and the Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

f. As to each Respondent and the Settling Federal Agency, this Consent Order involves only a minor portion of the Response Costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. 9622(g)(1)(A).

#### **VI. ORDER**

20. Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED.

#### **VII. PAYMENT**

21. Within forty-five (45) calendar days of the effective date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the settlement payment amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference.

22. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number (05-Y1), and the EPA docket number for this action, and shall be sent to:

U.S. EPA  
Superfund Accounting  
P.O. Box 70753  
Chicago, IL 60673

23. At the time of payment, each Respondent shall send notice that such payment has been made to:

U.S. EPA-Region V  
Cynthia N. Kawakami  
Assistant Regional Counsel  
Conservation Chemical Company of Illinois  
De Minimis Settlement  
77 West Jackson Blvd.  
Mail Code: CS-29A  
Chicago, IL 60604-3590

24. Within a reasonable time after the effective date of this Consent Order, the Settling Federal Agency shall pay to the United States Hazardous Substance Superfund the settlement amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference. Payment by the Settling Federal Agency shall be subject to the availability of appropriated funds. No provision of this Consent Order shall be interpreted as or constitute a requirement or commitment that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. Sections 1304, 1341, 1342, 1349-51, 1511-19. Nothing in this Consent Order shall be construed so that the Settling Federal Agency has augmented the Congressionally appropriated budget of the EPA.

25. Each Respondent's and the Settling Federal Agency's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks associated with this de minimis settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any potentially responsible party at the Site who is not a Respondent or the Settling Federal Agency, will exceed the estimated total response costs upon which Respondents' and the Settling Federal Agency's payments are based. No part of any such payment, when timely made in accordance with the provisions of this Consent Order, shall constitute a civil penalty.

#### **VIII. FAILURE TO MAKE PAYMENT**

26. If any Respondent fails to make full payment within the time required by Section VII, Paragraph 21, such Respondent is ineligible for the protections provided under this Consent Order. In addition, if any Respondent fails to make full payment as required by Section VII, Paragraph 21, EPA may bring an enforcement action against that Respondent seeking to compel payment plus Interest from the date payment was due, and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. 9622(1), for failure to make timely payment.



### **IX. CERTIFICATION OF RESPONDENT**

27. By signing this Consent Order, each Respondent and the Settling Federal Agency certifies, individually, that, to the best of its knowledge and belief, Respondent or the Settling Federal Agency has:

a) conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to EPA all information currently in Respondent's or the Settling Federal Agency's possession, or in the possession of Respondent's or the Settling Federal Agency's officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b) fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6927.

### **X. COVENANTS NOT TO SUE BY THE UNITED STATES**

28. In consideration of the payments that will be made by Respondents and the Settling Federal Agency under the terms of this Consent Order, and except as specifically provided in Section XII, Paragraphs 31 and 32 of this Consent Order, the United States covenants not to sue or take any other civil or administrative action against any of the Respondents, and with respect to the Settling Federal Agency, covenants not to take administrative action against the Settling Federal Agency, pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. 9606 or 9607, or Section 7003 of RCRA, as amended, 42 U.S.C. § 6973, in connection with or relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect with respect to each Respondent or the Settling Federal Agency upon the receipt by EPA of the payment from that Respondent or the Settling Federal Agency required by Section VII, Paragraphs 21 and 24. With respect to each Respondent and the Settling Federal Agency, individually, these covenants are conditioned upon: a) the complete and satisfactory performance by that Respondent or the Settling Federal Agency of all its obligations under this Consent Order; and b) the veracity and completeness of the information provided to EPA by that Respondent or the Settling Federal Agency relating to its involvement with the Site. These covenants shall be null and void with respect to any individual Respondent or the Settling Federal Agency that: a) fails to perform all its obligations under this Consent Order in a complete and satisfactory manner;

or b) has provided materially false, incomplete, or incorrect information in the Certification of Respondent or the Settling Federal Agency in Section IX, Paragraph 27. These covenants extend only to Respondents and the Settling Federal Agency and do not extend to any other person.

#### **XI. COVENANTS NOT TO SUE BY RESPONDENTS**

29. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order, including, but not limited to: a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. 9507) through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; b) any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613; or c) any claims arising out of response activities at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. 9611, or 40 C.F.R. 300.700(d).

30. Respondents and the Settling Federal Agency covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613.

#### **XII. RESERVATIONS OF RIGHTS**

31. The covenants by the United States set forth in Section X, Paragraph 28 of this Consent Order do not pertain to any matters other than those expressly specified in Section X, Paragraph 28. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents or the Settling Federal Agency with respect to all other matters, including but not limited to:

a) liability for failure to meet a requirement of this Consent Order;

b) criminal liability;

c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d) liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of the Consent Order.

32. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings, and with respect to the Settling Federal Agency, institute administrative proceedings, against any individual Respondent or the Settling Federal Agency seeking to compel that Respondent or the Settling Federal Agency to perform response actions relating to the Site, or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent or the Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent or the Settling Federal Agency no longer qualifies as a de minimis party at the Site because such Respondent or the Settling Federal Agency contributed 1% or greater than 1% of the hazardous substances at the Site or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

33. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person other than the Parties. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person other than the Parties.

34. The Parties agree that the execution of this Consent Order and the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Consent Order do not constitute an admission of any liability by any Respondent or the Settling Federal Agency. Respondents and the Settling Federal Agency do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order.

35. In any administrative or judicial proceeding initiated by the EPA or by the United States, for injunctive relief, recovery of response costs, or other appropriate relief relating

to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of or the protections afforded to Respondents by the covenants not to sue included in Section X, Paragraph 28.

36. With regard to claims for contribution against each Respondent or the Settling Federal Agency, the Parties hereto agree that each Respondent and the Settling Federal Agency is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. 9613(f)(2) and 9622(g)(5), for matters addressed in this Consent Order. The matters addressed in this Consent Order are all response actions taken and to be taken, and all response costs incurred and to be incurred, by the United States and the EPA Hazardous Substance Superfund or by any potentially responsible party, at or in connection with the Site.

37. Each Respondent and the Settling Federal Agency agrees that if any suit or claim for contribution is brought against it for matters related to this Consent Order, such Respondent or the Settling Federal Agency will notify EPA in writing within twenty (20) calendar days of receiving service of the complaint.

#### **XIV. PARTIES BOUND**

38. This Consent Order shall apply to and be binding upon the United States and upon Respondents and their heirs, successors and assigns and upon the Settling Federal Agency. Any change in ownership or corporate or other legal status of a Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities or protections under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the party represented by him or her.

#### **XV. COMPLETE AGREEMENT/APPENDICES**

39. This Consent Order and its appendices are the entire agreement of the Parties. The following appendices are attached to and incorporated by reference into this Consent Order:

"Appendix A" is the list of Respondents and the Settling Federal Agency.

"Appendix B" is the map of the Site.

"Appendix C" is the listing of volume of waste containing hazardous substances, contributed to the site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

"Appendix D" is the Payment Formula and the De Minimis potentially responsible parties Settlement Payment Amounts.

"Appendix E" is the written approval of this Consent Order by the Attorney General or his/her delegatee."

#### **XVI. PUBLIC COMMENT**

40. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(i)(3), EPA may withdraw, withhold or modify its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

#### **XVII. ATTORNEY GENERAL APPROVAL**

41. The Attorney General or his designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA. A copy of this approval is attached as Appendix E, and is incorporated herein by reference.

#### **XVIII. EFFECTIVE DATE**

42. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents and the Settling Federal Agency that the public comment period pursuant to Section XVI, Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

**IT IS SO AGREED AND ORDERED:**

CONSERVATION CHEMICAL COMPANY OF ILLINOIS SITE  
ADMINISTRATIVE ORDER BY CONSENT  
DE MINIMIS SETTLEMENT

U.S. Environmental Protection Agency

By: \_\_\_\_\_  
William E. Muno, Director  
Superfund Division

\_\_\_\_\_  
Date



DEPARTMENT OF THE AIR FORCE  
WASHINGTON, DC

12 MAR 1996

Office of the Assistant Secretary

SAF/MIQ  
1660 Air Force Pentagon  
Washington DC 20030-1660

Cynthia N. Kawakami, Esquire  
Environmental Protection Agency-Region V  
Office of Regional Counsel  
77 West Jackson Boulevard  
Chicago, IL 60604

Dear Ms. Kawakami,

I have executed the Administrative Order on Consent which will resolve the Air Force's liabilities at the Conservation Chemical Site, Gary, IN for a total final settlement amount of \$50.00.

I understand payment of the Air Force's allocated share of the costs finally settled by this Order are to be liquidated by funds from the Judgment Fund of the United States and that the Department of Justice, Mr. Dertke, will work to accomplish that result.

Thank you for your efforts on behalf of the United States in these matters.

Sincerely

THOMAS W.L. McCALL, JR.  
Deputy Assistant Secretary of the Air Force  
(Environment, Safety and Occupational Health)

cc:  
DoJ/ENR/EDS (Mr. Dertke)  
SAF/GCN  
AFLSA/JACE  
AFLSA/JACE-CR

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Tab B  
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b. to simplify any and all remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site;

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a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. 9601, et seq.

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "EPA" shall mean the United States Environment Protection Agency and any successor departments or agencies.

d. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. 9507.

e. "Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

f. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean the United States and the Respondents and the Settling Federal Agency.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901 et seq. (also know as the Resource Conservation and Recovery Act).

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A, who sign this Consent Order, except for the Settling Federal Agency.

k. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA.

l. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

m. "Settling Federal Agency" shall mean the United States Air Force.

n. "Site" shall mean the Conservation Chemical Company of Illinois Inc. Superfund Site, encompassing approximately 4 acres, located at 6500 Industrial Highway, Lake County, Gary, Indiana, and depicted generally on the map attached as Appendix B, including any soils, water, groundwater, or air, at or near the Site, where hazardous waste released at or from the Site has come to be located through migration at or from the Site.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **IV. STATEMENT OF FACTS**

5. The Conservation Chemical Company of Illinois, Inc. Site is a 4.1-acre, triangular-shaped piece of land, located in Lake County, Gary, Indiana. The Site is situated north of and adjacent to the Gary Municipal Airport's main runway, and is bounded by the Western Scrap property to the north, the Elgin, Joliet and Eastern Railroad tracks to the south, and a wetlands

to the west. The Site is not on the National Priority List, 40 C.F.R. § 300.

6. Prior to 1967, the property was owned by the Berry Oil Company which operated an oil refinery at the Site. In 1967, Norman Hjersted, President of Conservation Chemical Company of Illinois, Inc. acquired the above-described property from the Berry Oil Company. From 1967 through 1985, Conservation Chemical Company of Illinois, Inc. conducted operations at the Site, including storing and treating spent acids, oils, and solvents, operating as a producer of ferric chloride, and operating as a hazardous waste terminal and treatment facility for cyanide, organic solvents, plating waste and waste oils. Conservation Chemical Company of Illinois, Inc. ceased operations in 1985.

7. Hazardous substances have been or are threatened to be released into the environment at or from the Site. In February 1985, EPA's Technical Assistance Team (TAT) conducted a Site assessment and identified several imminent threats to human health and the environment. They found 13 tanks of cyanide wastes with concentrations up to 19,000 parts per million (ppm) free cyanide, totalling at least 184,531 gallons; 12 tanks of hydrochloric and sulfuric acid, totalling at least 413,500 gallons; one tank of at least 15 cubic yards of acid sludge; many severely corroded and leaking tanks and drums containing acids, caustics, flammables, polychlorinated biphenyls (PCBs) and cyanide-contaminated materials; one tank containing silicon tetrachloride; two tanks containing an estimated 495,580 gallons of PCB-contaminated materials; and contaminated soils.

8. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. 9604, and will undertake response action in the future.

9. From October 1985 through September 1990, EPA conducted limited, but substantial removal activities at the Site, including, construction of a fence to secure the Site; excavation, sampling and off-Site disposal of buried drums containing hazardous substances; consolidation of hazardous waste from severely deteriorating and leaking drums and tanks and placement into more structurally sound tanks on Site; and off-Site disposal of solid and liquid hazardous waste from certain tanks and drums.

10. In connection with the removal activities described above, EPA disposed of approximately 187,948 gallons of PCB-contaminated oil; 214.78 tons of PCB-contaminated soil; 1,941 gallons of liquid hazardous waste; 60 tons of hazardous waste solids; 15,300 gallons of flammable waste liquid; 112 gallons of flammable waste solid; 1,760 gallons of waste chromic acid; 2,960 gallons of non-hazardous solid; 74 cubic yards of contaminated

debris; and 51,600 pounds of silicon tetrachloride.

11. On September 27, 1985, EPA issued a CERCLA Section 106(a) Unilateral Administrative Order (UAO) to the owner-operator of Conservation Chemical Company of Illinois, Inc. and 18 generator-potentially responsible parties that were associated with the Site. A supplemental UAO was issued by EPA to the same respondents on November 22, 1985. Pursuant to the UAOs, a group of the generator-potentially responsible parties conducted limited, but significant removal activities at the Site, including constructing a fence around a portion of the Site for security purposes; removal and off-Site disposal of acids from 4 tanks; removal and off-Site disposal of acid sludge from 1 tank; removal and off-Site disposal of cyanide from 13 tanks; and dismantling a tower used to store cyanide and off-Site disposal of the tower's cyanide-contaminated building materials. These generator potentially responsible parties incurred approximately \$2,183,191.52 in past costs for these activities.

12. Beginning in December 1993, EPA's TAT conducted a Site assessment to document the remaining threats at the Site, and found several imminent and substantial threats to the environment. The TAT documented 12 non-empty tanks containing acids and solvents; a number of empty tanks with acid and caustic residue; a number of deteriorating drums containing acid, caustic and flammable liquids; a number of empty drums with acid and caustic residue, and cyanide solids; soil contaminated with hazardous substances; lagoons/sludge pits containing hazardous substances; 5000 cubic yards of PCB-contaminated soil; five uncontrolled lab packs containing laboratory chemicals; 20 cubic yards of asbestos-containing materials; contaminated waste oils; and contaminated groundwater.

13. Analytical testing of waste samples taken during the Site investigation revealed the presence of hazardous substances on-Site, including, but not limited to acetone, asbestos, benzene, cyanide, 1,2-dichlorobenzene, 1,1-dichloroethane, dichloromethane, isophorone, lead, 2-methylnaphthalene, naphthalene, polyaromatic hydrocarbon (PAH) compounds, sludge material demonstrating the characteristic of toxicity for chromium, tetrachloroethene, 1,1,1-trichloroethane, trichloroethene, and toluene.

14. In 1994, EPA's TAT also conducted geoprobe testing of the groundwater at the site. Results contained in a July 1994 report revealed the presence of hazardous substances in the groundwater, including volatile organic analytes, semi-volatile organic analytes, and cyanide.

15. In performing the response activities described above, EPA has incurred and will continue to incur response costs at or in connection with the Site. EPA has incurred approximately

2,956,867.86 in past costs through July 31, 1995.

16. Each Respondent and the Settling Federal Agency listed on Appendix A to this Consent Order allegedly arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or the Settling Federal Agency, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or the Settling Federal Agency.

17. The amount of hazardous substances allegedly contributed to the Site by each Respondent or the Settling Federal Agency is less than 1% of the hazardous substances sent to the Site, and the hazardous substances contributed by each Respondent and the Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix C contains a listing of the volume of waste containing hazardous substances contributed to the Site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

18. EPA estimates that the total response costs incurred and to be incurred at the Site, (including a premium of 100% assessed against future costs), by the EPA Hazardous Substance Superfund and by potentially responsible parties at the Site are \$26,752,389.38. The payment required to be made by each Respondent and the Settling Federal Agency pursuant to this Consent Order is a minor portion of this total amount.

#### V. DETERMINATIONS

19. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

a. The Conservation Chemical Company of Illinois, Inc. Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

b. Each Respondent and the Settling Federal Agency are individually a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

c. Each Respondent and the Settling Federal Agency are individually a potentially responsible party within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

d. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

e. Prompt settlement with each Respondent and the Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

f. As to each Respondent and the Settling Federal Agency, this Consent Order involves only a minor portion of the Response Costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. 9622(g)(1)(A).

#### **VI. ORDER**

20. Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED.

#### **VII. PAYMENT**

21. Within forty-five (45) calendar days of the effective date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the settlement payment amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference.

22. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number (05-Y1), and the EPA docket number for this action, and shall be sent to:

U.S. EPA  
Superfund Accounting  
P.O. Box 70753  
Chicago, IL 60673

23. At the time of payment, each Respondent shall send notice that such payment has been made to:

U.S. EPA-Region V  
Cynthia N. Kawakami  
Assistant Regional Counsel  
Conservation Chemical Company of Illinois  
De Minimis Settlement  
77 West Jackson Blvd.  
Mail Code: CS-29A  
Chicago, IL 60604-3590

24. Within a reasonable time after the effective date of this Consent Order, the Settling Federal Agency shall pay to the United States Hazardous Substance Superfund the settlement amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference. Payment by the Settling Federal Agency shall be subject to the availability of appropriated funds. No provision of this Consent Order shall be interpreted as or constitute a requirement or commitment that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. Sections 1304, 1341, 1342, 1349-51, 1511-19. Nothing in this Consent Order shall be construed so that the Settling Federal Agency has augmented the Congressionally appropriated budget of the EPA.

25. Each Respondent's and the Settling Federal Agency's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks associated with this de minimis settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any potentially responsible party at the Site who is not a Respondent or the Settling Federal Agency, will exceed the estimated total response costs upon which Respondents' and the Settling Federal Agency's payments are based. No part of any such payment, when timely made in accordance with the provisions of this Consent Order, shall constitute a civil penalty.

#### VIII. FAILURE TO MAKE PAYMENT

26. If any Respondent fails to make full payment within the time required by Section VII, Paragraph 21, such Respondent is ineligible for the protections provided under this Consent Order. In addition, if any Respondent fails to make full payment as required by Section VII, Paragraph 21, EPA may bring an enforcement action against that Respondent seeking to compel payment plus Interest from the date payment was due, and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. 9622(1), for failure to make timely payment.

# **IX. CERTIFICATION OF RESPONDENT**

27. By signing this Consent Order, each Respondent and the Settling Federal Agency certifies, individually, that, to the best of its knowledge and belief, Respondent or the Settling Federal Agency has:

a) conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to EPA all information currently in Respondent's or the Settling Federal Agency's possession, or in the possession of Respondent's or the Settling Federal Agency's officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b) fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6927.

# **X. COVENANTS NOT TO SUE BY THE UNITED STATES**

28. In consideration of the payments that will be made by Respondents and the Settling Federal Agency under the terms of this Consent Order, and except as specifically provided in Section XII, Paragraphs 31 and 32 of this Consent Order, the United States covenants not to sue or take any other civil or administrative action against any of the Respondents, and with respect to the Settling Federal Agency, covenants not to take administrative action against the Settling Federal Agency, pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. 9606 or 9607, or Section 7003 of RCRA, as amended, 42 U.S.C. § 6973, in connection with or relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect with respect to each Respondent or the Settling Federal Agency upon the receipt by EPA of the payment from that Respondent or the Settling Federal Agency required by Section VII, Paragraphs 21 and 24. With respect to each Respondent and the Settling Federal Agency, individually, these covenants are conditioned upon: a) the complete and satisfactory performance by that Respondent or the Settling Federal Agency of all its obligations under this Consent Order; and b) the veracity and completeness of the information provided to EPA by that Respondent or the Settling Federal Agency relating to its involvement with the Site. These covenants shall be null and void with respect to any individual Respondent or the Settling Federal Agency that: a) fails to perform all its obligations under this Consent Order in a complete and satisfactory manner;



or b) has provided materially false, incomplete, or incorrect information in the Certification of Respondent or the Settling Federal Agency in Section IX, Paragraph 27. These covenants extend only to Respondents and the Settling Federal Agency and do not extend to any other person.

#### **XI. COVENANTS NOT TO SUE BY RESPONDENTS**

29. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order, including, but not limited to: a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. 9507) through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; b) any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613; or c) any claims arising out of response activities at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. 9611, or 40 C.F.R. 300.700(d).

30. Respondents and the Settling Federal Agency covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613.

#### **XII. RESERVATIONS OF RIGHTS**

31. The covenants by the United States set forth in Section X, Paragraph 28 of this Consent Order do not pertain to any matters other than those expressly specified in Section X, Paragraph 28. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents or the Settling Federal Agency with respect to all other matters, including but not limited to:

a) liability for failure to meet a requirement of this Consent Order;

b) criminal liability;

c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d) liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of the Consent Order.

32. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings, and with respect to the Settling Federal Agency, institute administrative proceedings, against any individual Respondent or the Settling Federal Agency seeking to compel that Respondent or the Settling Federal Agency to perform response actions relating to the Site, or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent or the Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent or the Settling Federal Agency no longer qualifies as a de minimis party at the Site because such Respondent or the Settling Federal Agency contributed 1% or greater than 1% of the hazardous substances at the Site or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

33. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person other than the Parties. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person other than the Parties.

34. The Parties agree that the execution of this Consent Order and the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Consent Order do not constitute an admission of any liability by any Respondent or the Settling Federal Agency. Respondents and the Settling Federal Agency do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order.

35. In any administrative or judicial proceeding initiated by the EPA or by the United States, for injunctive relief, recovery of response costs, or other appropriate relief relating

to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of or the protections afforded to Respondents by the covenants not to sue included in Section X, Paragraph 28.

36. With regard to claims for contribution against each Respondent or the Settling Federal Agency, the Parties hereto agree that each Respondent and the Settling Federal Agency is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. 9613(f)(2) and 9622(g)(5), for matters addressed in this Consent Order. The matters addressed in this Consent Order are all response actions taken and to be taken, and all response costs incurred and to be incurred, by the United States and the EPA Hazardous Substance Superfund or by any potentially responsible party, at or in connection with the Site.

37. Each Respondent and the Settling Federal Agency agrees that if any suit or claim for contribution is brought against it for matters related to this Consent Order, such Respondent or the Settling Federal Agency will notify EPA in writing within twenty (20) calendar days of receiving service of the complaint.

#### **XIV. PARTIES BOUND**

38. This Consent Order shall apply to and be binding upon the United States and upon Respondents and their heirs, successors and assigns and upon the Settling Federal Agency. Any change in ownership or corporate or other legal status of a Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities or protections under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the party represented by him or her.

#### **XV. COMPLETE AGREEMENT/APPENDICES**

39. This Consent Order and its appendices are the entire agreement of the Parties. The following appendices are attached to and incorporated by reference into this Consent Order:

"Appendix A" is the list of Respondents and the Settling Federal Agency.

"Appendix B" is the map of the Site.

"Appendix C" is the listing of volume of waste containing hazardous substances, contributed to the site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

"Appendix D" is the Payment Formula and the De Minimis potentially responsible parties Settlement Payment Amounts.

"Appendix E" is the written approval of this Consent Order by the Attorney General or his/her delegatee."

#### **XVI. PUBLIC COMMENT**

40. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(i)(3), EPA may withdraw, withhold or modify its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

#### **XVII. ATTORNEY GENERAL APPROVAL**

41. The Attorney General or his designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA. A copy of this approval is attached as Appendix E, and is incorporated herein by reference.

#### **XVIII. EFFECTIVE DATE**

42. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents and the Settling Federal Agency that the public comment period pursuant to Section XVI, Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

**IT IS SO AGREED AND ORDERED:**

CONSERVATION CHEMICAL COMPANY OF ILLINOIS SITE  
ADMINISTRATIVE ORDER BY CONSENT  
DE MINIMIS SETTLEMENT

U.S. Environmental Protection Agency

By:

\_\_\_\_\_  
William E. Muno, Director  
Superfund Division

\_\_\_\_\_  
Date

CONSERVATION CHEMICAL COMPANY OF ILLINOIS SITE  
ADMINISTRATIVE ORDER BY CONSENT  
DE MINIMIS SETTLEMENT

THE UNDERSIGNED RESPONDENT enters into this Consent Order In  
Matter of Conservation Chemical Company of Illinois, Inc., Ga  
Indiana; Docket Number [insert].

FOR RESPONDENT: \_\_\_\_\_  
[Name]  
\_\_\_\_\_  
[Address]

By: \_\_\_\_\_

[Name]                      [Date]

### PAYMENT FORMULA

Site Cost Calculations considered all costs at the Site, incurred and to be incurred, by any person. Past costs are \$5,140,059.38 which include U.S. EPA's past costs (of \$2,956,867.86) through July 31, 1995, and the 6500 Group PRP past costs (of \$2,183,191.52) regarding their performance of a prior phase of the removal action at this Site. Estimated future costs for the Site are \$10,806,165. A premium of 100% (represented by a multiplier of 2.0) will be assessed against the estimated future costs. Site Costs, including premium may be represented as follows:

$$\begin{aligned}\text{Site Costs} &= (\text{Future Costs} \times 2.0) + \text{Past Costs} \\ &= \$26,752,389.38\end{aligned}$$

The Settlement payment amount for each de minimis PRP, as listed herein, is based upon each de minimis PRP paying \$1.01 per gallon of hazardous substances that the de minimis PRP sent to the Site. The dollar per gallon amount was computed by dividing the total Site costs of \$26,752,389.38 (that includes a 100% premium against future costs) by the total volume of hazardous substances (of 27,827,280.36 gallons) minus the orphan share volume (of 1,535,969.71 gallons). The calculation for the dollar per gallon amount may be represented as follows:

$$\begin{aligned}\$/\text{Gallon} &= \frac{\text{Site Costs}}{\text{Total Volume} - \text{Orphan Share Volume}} \\ &= \frac{\$26,752,389.38}{26,291,310.65} \\ &= \$1.01/\text{Gallon}\end{aligned}$$

Payment amounts for each de minimis PRP were calculated by multiplying \$1.01/gallon by each de minimis PRP's volume in gallons. The formula for payment is thus represented as follows:

$$\begin{aligned}\text{Payment Amount} \\ \text{for each } \underline{\text{De Minimis PRP}} &= \$1.01/\text{gallon} \times \underline{\text{De Minimis PRP's Volume}}\end{aligned}$$

If the listed settlement payment amount for a de minimis PRP is less than \$50.00, the actual settlement payment that de minimis PRP will be \$50.00.

(OVER)

PAYMENT FORMULA CONTINUED

Credit: During a prior phase of the removal action at this Site, a group of major generators formed the 6500 Group and conducted certain response actions at the Site, pursuant to U.S. EPA's CERCLA Unilateral Administrative Orders. Following completion of this phase, the 6500 Group filed a contribution action against certain minor generator PRPs and the Settling Federal Agency to collect costs incurred in connection with their work at the Site.

Certain Respondents and the Settling Federal Agency paid monies to the 6500 Group to settle their respective shares of the contribution action. Such Respondents and the Settling Federal Agency may be eligible for a deduction from the settlement payment listed in this Appendix for the amount it paid to the 6500 Group, provided such Respondent and the Settling Federal Agency includes with its signature page to this Consent Order the following: 1) copies of Respondent's or Settling Federal Agency's canceled check(s) or, if cancelled checks are not available, ledger entries, or other documents acceptable to EPA documenting payment(s) to settle the contribution action with the 6500 Group; and 2) a certification signed by Respondent or the Settling Federal Agency that the amount to be deducted represents the amount that Respondent or the Settling Federal Agency paid to settle the contribution action.

If EPA finds that the documentation submitted by a Respondent or the Settling Federal Agency regarding past payments to the 6500 Group is not sufficient to prove such past payments, such Respondent or the Settling Federal Agency will be so notified in writing and shall be afforded one additional opportunity to prove the fact and amount of such past payments within seven (7) calendar days of receipt of notice by EPA. If Respondent or the Settling Federal Agency is not notified in writing, such Respondent or the Settling Federal Agency may deduct the amount certified from the appropriate settlement payment amount listed in this Appendix. The amount of each Respondent's or the Settling Federal Agency's individual credit will be reflected in the final document that will be submitted for public comment.

If the amount of Respondent's or the Settling Federal Agency's deduction (for monies paid to the 6500 Group) exceeds the amount of the settlement payment set forth in this Appendix, Respondent or the Settling Federal Agency, will not, under any circumstances, receive a refund of the difference between these two amounts from U.S. EPA.

If the amount of Respondent's or the Settling Federal Agency's settlement payment after any valid credit is less than \$50.00 (which includes amounts less than zero), the settlement payment for that Respondent or the Settling Federal Agency will be \$50.00.



## Appendix A

***De Minimis PRPs (in alphabetical order)***  
***Conservation Chemical Company of Illinois, Inc.,***  
***Gary, Indiana***

1. ***A.B. Dick Company***
2. ***Abbott Laboratories***
3. ***Acme Frame Products, Inc.***
4. ***Action Plating Co.***
5. ***Admiral Corp.***
6. ***Advanced Circuitry/Div. of Litton***
7. ***Airco Chemical Co.***
8. ***Airtex Products***
9. ***Aluminum Company of America***
10. ***Amerock Corporation***
11. ***AMF, Inc.***
12. ***Amoco Corporation***
13. ***Anchor Coupling Co, Inc.***
14. ***The Anderson Co.***
15. ***Andrews Wire (of SC)***
16. ***Andrews Wire (of Tennessee)***
17. ***Appleton Electric Co.***
18. ***Arlington Plating Company***
19. ***Ashland Chemical Company***
20. ***Automatic Electric Co.***

21. *AVCO Division Thompson Steel*
22. *Bartlett Manufacturing Co., Inc.*
23. *Bell Telephone Laboratories*
24. *Berg Manufacturing Co.*
25. *Best Disposal*
26. *Borg Warner Corporation*
27. *Brunswick Corporation*
28. *Brush Wellman, Inc.*
29. *Buckbee-Mears Company*
30. *C.P. Hall Company*
31. *Camcar Screw & Manufacturing*
32. *Campbell Soup Company*
33. *Card-O-Link Company*
34. *Celanese Coatings & Specialties Co.*
35. *Cetron Electronic, Inc.*
36. *Chemical Waste Management of Illinois*
37. *Chemtech Industries, Inc.*
38. *Cherry Electrical Products Corp.*
39. *Chromium Corporation*
40. *Circuit Science Inc.*
41. *Cold Metal Products Co., Inc.*
42. *Commonwealth Edison Company*

65. *Globe Industries, Inc.*
66. *Globe Skate Corp.*
67. *Great Lakes Screw Division of U.S. Industries*
68. *Guardian Electric Manufacturing Company*
69. *H.H. Howard Corporation*
70. *Heatbath Corporation*
71. *Herschel Manufacturing Corporation*
72. *Howmet Corp.*
73. *Hutchinson Technology, Inc.*
74. *Hydrite Chemical Company*
75. *Hyon Waste Mgmt. Services Inc.*
76. *Illinois Bell Telephone Company*
77. *Illinois Tool Works*
78. *Industrial Color*
79. *Inland Steel Company*
80. *International Business Machines Corporation*
81. *Iowa Industries, Inc.*
82. *Jensen-Souders Associates*
83. *John Deere*
84. *Johnson Mold & Manufacturing*
85. *Jones Chemical, Inc.*
86. *Kalmus & Associates, Inc.*

43. *Conoco Chemicals, Inc.*
44. *Crane Co.*
45. *CTS Corporation*
46. *Delco Electronic Division of GMC*
47. *DeSoto Inc.*
48. *Doehler-Jarvis*
49. *Du-Tone Chemical Co.*
50. *Eagle River Chemical Company*
51. *Ekco Housewares Co.*
52. *Electronic Components & Services, Inc.*
53. *Enthone, Inc.*
54. *EX-CELLO-O Corporation*
55. *Fabri Tek Circuits, Inc.*
56. *Fansteel Electrometals*
57. *Fisher Controls International Inc.*
58. *Foto Fabrication Corporation*
59. *Frantz Manufacturing Company*
60. *G.T. Schjeldahl Co.*
61. *Gardner Denver Machinery, Inc.*
62. *General Dynamics Corp.*
63. *General Electric Company*
64. *Gilbert & Bennett*

- 109. *Murray Ohio Manufacturing Company*
- 110. *National Cash Register Co.*
- 111. *National Electronics*
- 112. *National Lead Company of Ohio*
- 113. *National Lock Fastener*
- 114. *National Precision Circuits & Electronics*
- 115. *Nelson Steel & Wire Company*
- 116. *Offutt Air Force Base, NE*
- 117. *The Oilgear Co.*
- 118. *Omahaline Hydraulics Corp.*
- 119. *Outboard Marine Corporation*  
*(Evinrude Motors Div. of Outboard Marine;*  
*Outboard Motors Corporation; and*  
*Johnson Outboard Motors)*
- 120. *Owatonna Tool Company*
- 121. *Owens-Corning World Headquarters*
- 122. *Peerless Chain Company*
- 123. *Penwalt Corp.*
- 124. *Petersen Manufacturing Company, Inc.*
- 125. *Philip A. Hunt Chemical Corp.*
- 126. *Philip Brothers Chemical Company*
- 127. *Phillips Petroleum Company*
- 128. *Pollution Control Corp. of America*
- 129. *Precision Twist Drill & Machine*

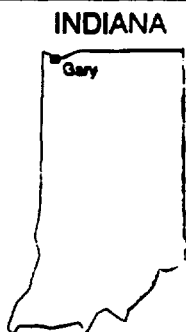
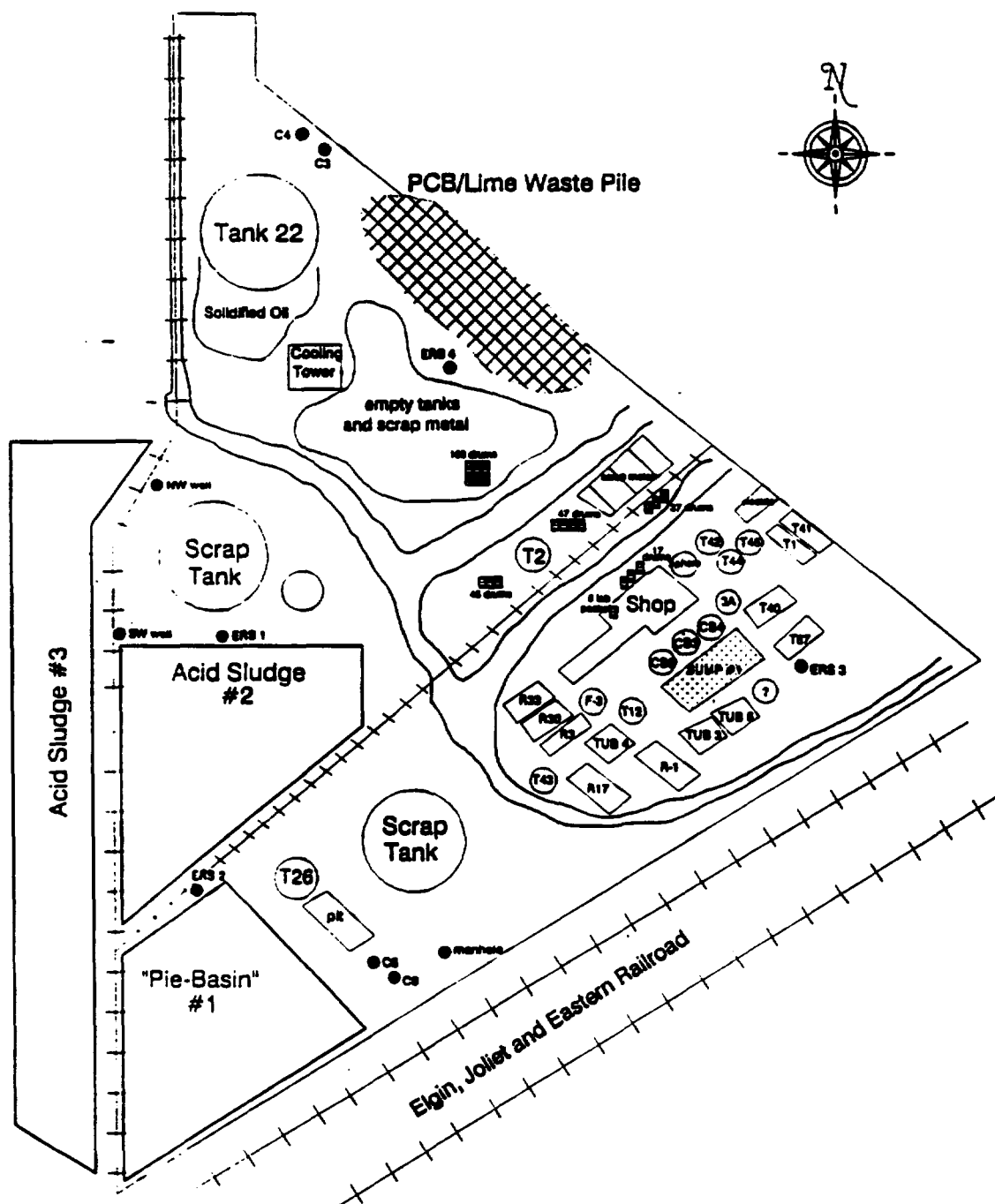
87. *Kearney & Trecker Corporation*
88. *Keil Chemical Company, Inc.*
89. *Kiowa Corporation*
90. *Knape & Vogt Manufacturing Co.*
91. *Knowles Electronics, Inc.*
92. *Lauson Engine*
93. *Levin & Sons Inc.*
94. *Liquid Dynamics*
95. *MacWhyte Co.*
96. *Marshalltown Instruments*
97. *Mathias Klein & Sons, Inc.*
98. *McKesson Chemical Company*
99. *Mech-Tronics Corp.*
100. *Mechanical Plating Company*
101. *Mefferd Industries/Positech*
102. *MGD Graphic Systems*
103. *Micro Switch*
104. *Midland Ross Corp./FL Industries*
105. *Midwest Fastners Corporation*
106. *Midwest Steel Co.*
107. *Midwest Tibon*
108. *Mobile Chemical Co.*

- 152. *Texas Instruments, Inc.*
- 153. *Thompson-Hayward Chemical Co.*
- 154. *Thor Power Tools*
- 155. *Toledo Pickling & Steel Service*
- 156. *TRW, Inc.*
- 157. *U.S.S. Lead*
- 158. *U.S. Steel Corp.*
- 159. *Universal Circuits Incorporated*
- 160. *University of Illinois*
- 161. *University of Notre Dame*
- 162. *Valley City Plating Co.*
- 163. *Viking Pump Division of Houdille Industries*
- 164. *W.H. Maze Company*
- 165. *Wayne Circuits Company*
- 166. *Wean-Pori*
- 167. *Web Chemicals*
- 168. *Wellman Dynamics Corporation*
- 169. *Western Slate Company*
- 170. *Witco Corporation*
- 171. *Woodstock Die Casting*
- 172. *Zenith Electronics*



- 130. *Pureco Systems, Inc.*
- 131. *R. Lavin & Sons*
- 132. *Rappahannock Wire Company*
- 133. *RCA Consumer Electronics*
- 134. *Reflector Hardware Company*
- 135. *Rembrandt Lamps*
- 136. *Rockwell International*
- 137. *Russell, Burdsall & Ward Nut & Bolt Company*
- 138. *Santa Fe Railroad*
- 139. *SCA Chemical Service Inc.*
- 140. *S & R of Tennessee*
- 141. *Snap-On Incorporated*
- 142. *Sobin Chemical Co.*
- 143. *South Bend Community School Corp.*
- 144. *Southern California Chemical Co.*
- 145. *Southern Screw Co.*
- 146. *Sperry-Univac Corp.*
- 147. *St. Joseph County Health Department*
- 148. *Stanadyne, Inc./Moen Inc.*
- 149. *Stanford Division-MAN Roland, Inc.*
- 150. *Stauffer Chemical Company*
- 151. *Stembridge Manufacturing Company*

## **Appendix B**



**ecology and environment, Inc.**  
Technical Assistance Team  
Region V

TITLE

**Site Features Map**

SITE

**Conservation Chemical**

CITY

**Gary**

STATE

**Indiana**

SOURCE

**USGS Quadrangle Map**

**FIGURE I**

## Appendix C

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
1	INTERLAKE STEEL DIVISION OF GARY STEEL	3, 12, 233, 492	2,209,639.00	7.9386
2	BETHLEHEM STEEL CORP.	2, 55, 58, 69, 76, 150, 173, 175, 177, 266, 291, 303, 308, 309, 332, 333, 334, 335, 336, 337, 391, 689, 857	2,050,960.03	7.3685
3	LA SALLE STEEL CO.	1, 3, 11, 12, 17, 46, 55, 58, 137, 178, 234, 256, 266, 296, 461, 492	2,003,877.28	7.1993
4	WESTERN ELECTRIC CO.	62, 153, 242, 261, 535, 606, 159, 174, 592, 3, 10, 12, 17, 45, 46, 51, 53, 57, 63, 66, 71, 80, 83, 106, 110, 115, 160, 227, 231, 233, 264, 297, 374, 407, 408, 593, 597, 598, 599, 603, 604, 609, 619, 621, 689, 694, 817, 882, 883, 1035, 228, 622, 652, 1, 11, 14, 21, 55, 56, 58, 72, 93, 108, 151, 161, 166, 168, 216, 266, 284, 296, 302, 311, 331, 340, 409, 475, 492, 595, 596, 600, 601, 602, 607, 608, 610, 614, 615, 616, 618, 620, 623, 624, 625, 648, 649, 650, 651, 653, 655, 819, 822, 605, 617	1,881,254.52	6.7588
5	UNIVERSAL OIL PRODUCTS, INC.	12, 96, 354, 806	1,851,300.00	6.6512
6	K.A. STEEL CHEMICALS, INC.	116, 138, 150, 263, 137, 216, 301, 304, 630, 73, 310, 572, 307	1,730,137.16	6.2159
7	UNION OIL COMPANY OF CALIFORNIA	96, 354, 488, 738	1,648,000.00	5.9208
8	PPG INDUSTRIES, INC.	82, 93, 95, 102, 902, 909, 971, 109	1,609,680.45	5.7831
9	CHICAGO STEEL & PICKLING CO.	2, 12, 14, 46, 55, 58, 74, 76, 134, 137, 150, 173, 177, 178, 266, 268, 291, 309, 334, 807	1,576,167.15	5.6627
10	REPUBLIC STEEL CORP.	55, 58, 137, 268, 428, 3, 12, 134, 263, 266	1,284,567.24	4.6151
11	UNION CARBIDE CORP.	646, 647, 654, 658, 674, 803	842,205.05	3.0258
12	ANSUL CO., THE	180, 181, 182, 183, 185, 186, 188, 189, 192, 193, 194, 195, 196, 204, 208, 218, 219, 220, 221, 222, 223, 224, 225, 357, 886, 994, 995	686,650.00	2.4669

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
13	APPROVED INDUSTRIAL REMOVAL SERVICE	1, 3, 10, 63, 64, 65, 80, 106, 115, 231, 235, 236, 237, 241, 242, 244, 245, 246, 248, 249, 250, 255, 459, 689, 812, 817, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1065, 125	677,545.00	2.4342
14	MOTOROLA CO.	62, 227, 228, 242, 532, 534, 535, 1	587,300.00	2.1100
15	TELETYPE CORP.	1, 10, 14, 17, 21, 45, 53, 55, 58, 62, 63, 64, 66, 71, 80, 83, 115, 152, 160, 162, 168, 178, 214, 216, 266, 331, 341, 344, 350, 362, 367, 368, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 400, 689, 817, 854, 1016, 1043, 87, 104, 106, 111, 118	575,174.47	2.0664
16	TRENT TUBE INC.	99, 107, 268, 313, 434, 435, 437, 443, 444, 445	452,001.08	1.6239
17	AMERICAN CHAIN & CABLES CO., INC.	55, 58, 62, 69, 74, 76, 173, 808	333,100.00	1.1967
18	INTERNATIONAL HARVESTER	3, 11, 12, 14, 15, 17, 127, 251, 292, 293, 294, 296, 297, 299	300,279.52	1.0788
19	RUSSELL, BURDSALL & WARD NUT & BOLT CO.	46, 96, 353, 354, 355, 356, 357, 738, 1066	266,600.00	0.9578
20	DOEHLER-JARVIS	63, 353, 355, 357, 421, 463, 469, 488, 910, 914, 1038, 1039, 1070	230,445.00	0.8279
21	SPERRY-UNIVAC CORP.	51, 59, 60, 83, 214, 341, 342, 343, 344, 345	223,876.40	0.8043
22	WEAN PORI	73, 175, 263	197,799.34	0.7106
23	H.H. HOWARD CORP.	2, 3, 7, 11, 12, 15, 294, 808	193,719.00	0.6960
24	RAILOC COMPANY OF INDIANA	12, 58, 234, 251, 256	190,400.00	0.6840
25	ILLINOIS TUBE CO.	3, 12, 17, 115, 129	184,250.00	0.6620
26	TOLEDO PICKLING & STEEL SERVICE	2, 46, 55, 58, 76, 178, 291, 351, 405	176,505.00	0.6341

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
27	CHEMTECH INDUSTRIES, INC.	626	176,000.00	0.6323
28	PHILLIP A. HUNT CHEMICAL CORP.	1, 46, 51, 54, 56, 61, 83, 116, 117, 129, 133, 135, 138, 142, 145, 146, 150, 152, 153, 159, 160, 161, 162, 174, 179, 190, 191, 359, 1037, 1040	166,428.00	0.5979
29	ABBOTT LABORATORIES	1, 5, 8, 9, 13, 14, 46, 51	162,226.00	0.5828
30	KALMUS & ASSOC., INC.	21, 46, 62, 71, 138, 151, 227, 228, 238, 239, 242, 243, 247, 252, 253, 254, 264, 583, 645, 689, 1063, 1064, 1071	149,174.00	0.5359
31	CHERRY ELECTRICAL PRODUCTS CORP.	3, 5, 12, 14, 17, 18, 21, 41, 46, 62, 63, 65, 68, 72, 102, 108, 115, 129, 134, 138, 142, 149, 150, 151, 159, 161, 162, 168, 216, 233, 254, 264, 266, 280, 289, 344, 374, 380, 387, 398, 401, 414, 416, 419, 430, 436, 462, 492, 523, 572, 576, 591, 624, 627, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 670, 671, 673, 675, 677, 678, 679, 680, 681, 683, 685, 689, 690, 691, 692, 693, 695, 696, 697, 699, 700, 701, 702, 704, 705, 706, 707, 708, 709, 712, 713, 714, 715, 716, 717, 718, 720, 721, 722, 724, 725, 726, 727, 729, 730, 731, 732, 733, 734, 735, 736, 737, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 830, 831, 832, 833, 834, 835, 836, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1067	148,359.00	0.5330
32	AUTOMATIC ELECTRIC CO.	45, 63, 159	137,224.00	0.4930
33	HEATBATH CORP.	1, 14, 49, 51, 56, 60, 83, 176, 214	129,714.80	0.4660
34	JONES CHEMICAL, INC.	5, 10, 45, 46, 51, 53, 56, 63, 77, 115, 127, 128, 142, 149, 162, 202, 203, 205, 212, 213, 214, 215, 216, 217, 284, 289, 369	108,365.00	0.3893

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
35	CHROMIUM CORP. OF AMERICA	341, 373	106,697.76	0.3833
36	CONSERVATION CHEMICAL CO.	63, 83, 134, 150, 166, 179, 263, 264, 266, 350, 436, 444, 583, 689, 801, 802, 851, 51, 451	90,827.54	0.3263
37	FOTO FABRICATION CORP.	3, 5, 14, 71, 83, 115, 116, 138, 142, 216, 413, 505, 506, 507, 508, 826, 828, 1062	89,530.00	0.3217
38	REVERE COPPER & BRASS, INC. CLINTON DIV.	287, 288, 295	86,704.00	0.3115
39	FABRI TEK CIRCUITS, INC.	1, 14, 115, 343, 502	83,281.86	0.2992
40	NATIONAL ELECTRONICS	5, 8, 21, 46, 63, 71, 72, 115, 155, 321, 374, 401, 500, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 689, 817, 910	81,015.00	0.2911
41	PEERLESS CHAIN CO.	2, 3	79,474.31	0.2855
42	COMMERCIAL WASTE SYSTEMS/HOME SANITATION	46, 96	75,000.00	0.2695
43	BRUNSWICK CORP.	3, 10, 51, 59, 60, 175, 214, 395	64,600.00	0.2321
44	KERR WIRE PRODUCTS CO.	117, 237, 269, 270, 271, 272, 809, 810	56,945.00	0.2046
45	AMEROCK CORP.	10, 53, 63, 64, 66, 80, 118, 119	55,500.00	0.1994
46	JOHNSON MOLD & MANUFACTURING	677, 816	52,932.00	0.1902
47	AVCO THOMPSON STEEL DIVISION	11, 17, 234	48,850.00	0.1755
48	ALUMINUM COMPANY OF AMERICA	107, 108	48,670.00	0.1749
49	FRANTZ MANUFACTURING CO.	45, 53, 63, 509, 510	47,600.00	0.1710



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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
50	GLOBE INDUSTRIES, INC.	523, 838, 877, 908	46,527.00	0.1672
51	HOWMET CORP.	77, 78, 79, 84, 91, 92, 97, 401	44,770.00	0.1608
52	MIDWEST FASTENERS CORP.	524, 885,1031	44,000.00	0.1545
53	A.B. DICK CO.	1, 10, 45, 48, 50, 51, 52, 53	40,323.00	0.1449
54	ILLINOIS TOOL WORKS - SHAKEPROOF DIV.	1, 5, 10, 17, 21, 23, 45, 51, 53, 63, 139, 214, 216, 229, 396, 397, 398, 401	40,296.00	0.1448
55	NELSON STEEL & WIRE CO.	12, 14, 251	33,600.00	0.1207
56	UNITED STATES STEEL CORP.	7	31,138.28	0.1119
57	MICHIGAN METALS	291	31,060.00	0.1116
58	NATIONAL LEAD COMPANY OF OHIO	331, 409	30,935.50	0.1111
59	DELCO ELECTRONICS DIVISION OF GMC	14, 21, 31, 46, 48, 134, 162, 264, 266, 374, 387, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 429, 430, 432, 433, 438, 439, 444, 677,1077,1078,1079	30,450.00	0.1094
60	INDUSTRIAL COLOR	124	30,000.00	0.1078
61	BRUSH WELLMAN	166, 331, 350, 407, 408	29,379.09	0.1056
62	KEN INDUSTRIES, INC.	267	28,905.51	0.1038
63	OUTBOARD MARINE CORP.	4, 6, 10, 45, 48, 53, 57, 63, 106, 111, 128, 139, 141, 143	28,650.00	0.1029
64	ANDREWS WIRE	175	28,500.00	0.1024

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
65	SMITH CHEMICAL CO.	73, 76, 339	28,478.46	0.1023
66	MC KESSON CHEMICAL CO.	301, 818	27,540.78	0.0989
67	BELL TELEPHONE LABORATORIES	129, 284	26,345.00	0.0946
68	CIRCUIT SCIENCE INC.	1, 341, 682	26,281.67	0.0944
69	MATHIAS KLEIN & SONS, INC.	296, 500, 501	26,238.00	0.0943
70	METRO CENTRAL CO.	138, 150, 511, 513	25,445.00	0.0914
71	APOLLO METALS, INC.	45, 53, 63, 66, 229	24,900.00	0.0895
72	GENERAL ELECTRIC CO.	63, 116, 138, 142, 471, 521, 421, 331, 409	23,145.12	0.0832
73	INLAND STEEL CO.	46, 55, 58	22,410.03	0.0805
74	MURRY OHIO MANUFACTURING CO.	54, 214, 488, 537, 539, 540, 541, 542, 820	22,335.00	0.0802
75	WOODSTOCK DIE CASTING	10, 63, 421	22,300.00	0.0801
76	SOUTHERN CALIFORNIA CHEMICAL CO., INC.	142, 175, 309, 512	22,165.30	0.0796
77	MICRO SWITCH	5, 65, 109, 150, 248, 266, 331, 374, 515, 516, 517, 518	21,282.50	0.0765
78	VICTOR COMPTOMETER CORP.	45, 53, 104, 128, 141, 142, 321, 353, 383, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 583, 584, 585, 586, 587, 588, 689, 710, 817, 837, 839, 840, 841, 842, 843, 844, 1032, 1034	20,132.00	0.0723
79	HERSCHEL MANUFACTURING CORP.	1, 83, 214, 814	19,500.00	0.0701
80	COMMONWEALTH EDISON CO.	21, 63, 719, 796, 797, 798	19,360.00	0.0696

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
81	ENTHONE INC.	10, 14, 456, 472, 473, 474, 475, 476, 477, 478, 479, 480, 103, 115, 226, 246, 314, 442, 481, 482, 483, 484, 485, 487, 488, 489, 490, 491, 823, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1072	19,234.48	0.0691
82	WELLMAN DYNAMICS CORP.	1, 83	18,300.00	0.0657
83	ANDERSON CO., THE	5, 14, 17, 72, 111, 128, 147, 148, 149, 151, 156, 157, 168, 817, 988, 53, 57, 63, 71, 80, 84, 106, 130, 131, 132, 137, 143, 144, 154, 163, 164, 165, 166, 167, 169, 170, 171, 811	17,897.50	0.0643
84	SLATER'S SERVICE	357	17,500.00	0.0629
85	STAUFFER CHEMICAL CO.	151, 301, 457, 458, 459, 460	17,160.00	0.0617
86	CRONAME CORP.	138, 142, 227, 263, 264, 805, 852, 853	16,335.00	0.0587
87	ZENITH RADIO CORP.	160, 710, 711	15,539.00	0.0558
88	AMOCO OIL CO.	107	14,500.00	0.0521
89	ROZEMA INDUSTRIAL WASTE	45, 64, 352	14,356.00	0.0516
90	UNIVERSAL CIRCUITS	129, 341, 373	14,270.00	0.0513
91	GREAT LAKES SCREW DIV. U.S. INDUSTRIES	14, 77, 115, 151, 230, 525	14,135.00	0.0508
92	G.T. SCHJELDAHL CO.	227, 228, 991	13,922.00	0.0500
93	INTERNATIONAL BUSINESS MACHINES CORP.	1, 45, 201	13,800.00	0.0496
94	BORG WARNER CHEMICALS	3, 17, 46, 230, 264, 374, 392, 393, 548, 570, 611, 612, 613	13,155.00	0.0473

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
95	LEVIN & SONS INC.	46, 53, 80, 106, 111, 494	12,325.00	0.0443
96	CTS CORP.	116, 138, 142, 674, 676, 829	12,215.00	0.0439
97	MIDLAND ROSS CORP.	66, 100, 106	12,155.00	0.0437
98	ADMIRAL CORP.	94	11,600.00	0.0417
99	AIRTEX PRODUCTS	100	10,505.00	0.0377
100	FANSTEEL ELECTROMETALS	53, 824, 990	10,400.00	0.0374
101	IOWA INDUSTRIES INC.	104, 122, 357	10,200.00	0.0366
102	PURECO SYSTEMS, INC.	827	10,143.18	0.0364
103	MACWHYTE WIRE AND ROPE	12	10,000.00	0.0359
104	U.S.S. LEAD REFINERY, INC.	804	10,000.00	0.0359
105	MIDWEST STEEL CO.	17, 526	10,000.00	0.0359
106	ADVANCED CIRCUITRY	116, 138, 258	9,930.00	0.0357
107	SOUTHERN SCREW CO.	1, 127	9,460.00	0.0340
108	KEIL CHEMICAL CO., INC.	55, 266	9,229.10	0.0332
109	ASHLAND CHEMICAL CO.	264, 166	9,140.00	0.0328
110	RAPPAHANNOCK WIRE CO.	58, 351	8,855.00	0.0318
111	PACIFIC RESINS & CHEMICALS	114, 821	8,780.00	0.0315

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
112	DU-TONE CHEMICAL CO.	1, 53, 63, 64, 80, 83, 989	8,470.00	0.0304
113	SOBIN CHEMICAL CO.	331, 340	8,440.00	0.0303
114	GUARDIAN ELECTRIC MANUFACTURING CO.	5, 11, 17, 72, 80, 109, 115, 151, 166, 302, 398, 463, 488, 531, 533, 839, 847, 848, 992	8,360.00	0.0300
115	WEB CHEMICAL CO.	85	8,360.00	0.0300
116	TRIPLE S ETCHANTS	117, 142, 453, 454, 455	8,041.37	0.0289
117	TRW CAPACITORS	3, 456	8,030.00	0.0288
118	ANDREWS WIRE OF TENNESSEE	173, 175, 177	8,000.00	0.0287
119	AIRCO CHEMICAL CO.	449, 451, 993	8,000.00	0.0287
120	CAMCAR SCREW & MFG.	440	7,865.00	0.0283
121	KIOWA CORP.	1, 83	7,270.00	0.0261
122	TOWNSEND CO.	14, 115, 129, 230, 431	7,205.00	0.0259
123	TEXAS INSTRUMENTS	403, 404	7,162.00	0.0257
124	W.H. MAZE CO.	12	6,926.00	0.0249
125	KNAPPE & VOGT	87	6,880.00	0.0247
126	BUCKBEE-MEARS CO.	410, 411	6,435.00	0.0231
127	R. LAVIN & SONS, INC.	3, 14, 21, 77, 115, 230, 232, 233, 234, 240, 689	6,325.00	0.0227

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
128	OWENS-CORNING FIBERGLASS CORP.	73, 369, 572	6,221.72	0.0224
129	CELANESE COATINGS & SPECIALTIES CO.	446	6,000.00	0.0216
130	HUTCHINSON INDUSTRIAL CORP.	116, 142	5,905.00	0.0212
131	MIDWAY MOLD & MANUFACTURING CO.	519, 520	5,800.00	0.0208
132	NATIONAL PRECISION	228	5,435.00	0.0195
133	BARTLETT MANUFACTURING CO., INC.	216, 273, 274, 275, 278, 279, 280, 283, 984	5,060.00	0.0182
135	MIDWEST TIBON	496	5,000.00	0.0180
136	GILBERT & BENNETT MANUFACTURING CO.	7	5,000.00	0.0180
137	HYDRITE CHEMICAL CO.	45, 83, 101, 103, 492	4,928.16	0.0177
138	THOMPSON - HAYWARD CHEMICAL CO.	14, 468	4,750.00	0.0171
139	A.M.F.	51	4,500.00	0.0162
140	CHEM-DYNE CORP.	12, 985, 986	4,416.00	0.0159
141	PHILLIPS PETROLEUM CO.	10, 46, 71	4,290.00	0.0154
142	WAYNE CIRCUITS CO.	62, 227, 590, 591	4,290.00	0.0154
143	ANCHOR COUPLING CO., INC.	45	4,250.00	0.0153
144	EAGLE RIVER CHEMICAL CO.	465, 466, 467	4,200.00	0.0151
145	CONSERVATION CHEMICAL CO. OF ILLINOIS	208, 53	4,200.00	0.0151

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
146	CHEMICAL WASTE MANAGEMENT OF IL	53, 63, 64, 411	4,171.00	0.0150
147	COLD METAL PRODUCTS CO., INC.	15	4,100.00	0.0147
148	SANTA FE RAILROAD	10, 63	4,000.00	0.0144
149	UNITED STATES AVIEX CO.	456	3,850.00	0.0138
150	REFINERS TRANSPORT & TERMINAL CORP.	150	3,800.00	0.0137
151	MARSHALLTOWN INSTRUMENTS	214, 442, 497, 498, 499	3,685.00	0.0132
152	RCA CONSUMER ELECTRONICS	138	3,500.00	0.0126
153	S & R OF TENNESSEE	151	3,500.00	0.0126
154	IROQUOIS IRON AND STEEL	123	3,300.00	0.0119
155	VALLEY CITY PLATING CO.	45	3,195.00	0.0115
156	ACME FRAME PRODUCTS, INC.	10, 45, 63, 80, 81, 87, 88, 89, 90	3,190.00	0.0115
157	MECH-TRONICS CO.	14, 77, 115	3,190.00	0.0115
158	THOR POWER TOOL CO.	53	3,080.00	0.0111
159	ARLINGTON PLATING	45, 80	2,900.00	0.0104
160	WITCO CHEMICAL CORP.	141	2,890.44	0.0104
161	ROCKWELL INTERNATIONAL DRAPER DIVISION	64, 119	2,890.00	0.0104
162	HOWELL CORP.	71, 72, 814	2,875.00	0.0103

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
163	ELECTRONIC COMPONENT & SERVICES, INC.	83, 470, 471	2,810.00	0.0101
164	SCA CHEMICAL SERVICE INC.	263	2,600.00	0.0093
165	POLLUTION CONTROL CORP. OF AMERICA	10, 31, 45, 53, 63, 64, 206	2,585.00	0.0093
166	FISCHER CONTROLS CO.	62, 394, 503, 504	2,535.00	0.0091
167	PHILIP BROS. CHEMICAL CO.	307	2,491.17	0.0090
168	VIKING PUMP DIV. OF HOUDAILLE INDUSTRIES	63, 100, 589	2,420.00	0.0087
169	BERG MANUFACTURING CO.	285	2,300.00	0.0083
170	METAL RECLAIMING CORP.	453, 455	2,281.37	0.0082
171	REMBRANDT LAMPS	45, 57	2,275.00	0.0082
172	DE SOTO INC.	119, 447	2,200.00	0.0079
173	PENNWALT CORP.	73	2,106.45	0.0076
174	EKCO HOUSEWARES CO.	45	2,090.00	0.0075
175	OWATONNA TOOL CO.	45, 63, 64, 66, 67, 68, 70, 80, 348, 383	2,035.00	0.0073
176	NATIONAL HEAT TREATMENT CORP.	111	2,035.00	0.0073
177	GLOBE SKATE CORP.	53	1,760.00	0.0063
178	MEFFERD INDUSTRIES INC.	51	1,705.00	0.0061
179	STAR TRUCKING	53, 80, 128, 155, 348, 383, 1019	1,510.00	0.0054



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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
180	REFECTOR HARDWARE CO.	358	1,500.00	0.0054
181	OMEGA PRODUCTS, INC.	341	1,500.00	0.0054
182	NATIONAL LOCK	266	1,500.00	0.0054
183	OILGEAR CO.	52, 57	1,325.00	0.0048
184	ACTION PLATING CO.	10, 63	1,320.00	0.0047
185	JENSEN-SOUDERS ASSOC.	126	1,320.00	0.0047
186	LAUSON ENGINE	493, 684	1,265.00	0.0045
187	APPLETON ELECTRIC CO.	226	1,210.00	0.0043
188	OFFUTT AFB	16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46	1,155.27	0.0042
189	CRANE CO.	51, 104, 151	1,100.00	0.0040
190	GENERAL DYNAMICS	505, 514	1,095.00	0.0039
191	KNOWLES ELECTRONICS, INC.	276, 277, 281, 282	1,090.00	0.0039
192	C. P. HALL CO. OF ILLINOIS	10, 139	1,045.00	0.0038
193	CONOCO CHEMICALS, INC.	800	990.00	0.0036
194	PRECISION TWIST DRILL & MACHINE	100	935.00	0.0034
195	CLAIRMONT TRANSFER CO.	684	935.00	0.0034

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
196	STANFORD DIVISION	51, 347	825.00	0.0030
197	SCOVILL MANUFACTURING CO.	10	800.00	0.0029
198	MECHANICAL PLATING CO.	83	770.00	0.0028
199	UNIVERSITY OF NOTRE DAME	77	605.17	0.0022
200	MGD GRAPHIC SYSTEMS	139	605.00	0.0022
201	NATIONAL CASH REGISTER CO.	394	600.00	0.0022
202	CARD-O-LINK CO.	441	576.00	0.0021
203	LIQUID WASTE INC.	63	500.00	0.0018
204	LIQUID DYNAMICS	106	420.00	0.0015
205	CETRON ELECTRONICS, INC.	63, 64, 248, 817	405.00	0.0015
206	OMAHALINE HYDRAULICS CORP.	61	385.00	0.0014
207	FELSENTHAL INSTRUMENT CO.	825	385.00	0.0014
208	EX-CELL-O CORP.	45, 128	370.00	0.0013
209	STEMBRIDGE MANUFACTURING CO.	119	330.00	0.0012
210	ILLINOIS BELL TELEPHONE CO.	17	220.00	0.0008
211	KEARNEY & TRECKER CORP.	100	220.00	0.0008
212	GARDNER DENVER CO.	51	220.00	0.0008

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<u>RANK</u>	<u>GENERATOR NAME</u>	<u>WASTE CODES</u>	<u>VOLUME (GALLONS)</u>	<u>PERCENT</u>
213	WESTERN STATE CO.	102	200.00	0.0007
214	PETERSEN MANUFACTURING COMPANY, INC.	63	165.00	0.0006
215	HYON WASTE MGMT. SERVICES, INC.	104, 105	125.00	0.0004
216	JOHN DEERE - OTTUMWA WORKS	111	110.00	0.0004
217	SNAP-ON-TOOL CORP.	113	110.00	0.0004
218	MOBIL CHEMICAL CO. PHOSPHORUS DIVISION	817, 997	65.22	0.0002
219	STANADYNE, INC.	346	55.00	0.0002
220	CAMPBELL SOUP CO.	64	55.00	0.0002
221	BEST DISPOSAL	110, 286	8.00	0.0000
222	UNIVERSITY OF ILLINOIS AT CHICAGO CIRCLE	77	8.00	0.0000
223	ST. JOSEPH COUNTY HEALTH DEPARTMENT	360	1.00	0.0000
224	SOUTH BEND COMMUNITY SCHOOLS	64	0.56	0.0000

## Appendix D

## DE MINIMIS PRP SETTLEMENT PAYMENT AMOUNTS

DE MINIMIS COMPANY NAME	VOLUME/ GALLON	PERCENT	SETTLEMENT PAYMENT
A.B. Dick Co.	40,323.00	0.1449	\$40,726.23
Abbott Labs	162,226.00	0.5828	\$163,848.26
Acme Frame Products, Inc.	3,190.00	0.0115	\$3,221.90
Action Plating Co.	1,320.00	0.0047	\$1,333.20
Admiral Corp.	11,600.00	0.0417	\$11,716.00
Advanced Circuitry Div. of Litton	9,930.00	0.0357	\$10,029.30
Airco Chemical Co.	8,000.00	0.0287	\$8,080.00
Airtex Products	10,505.00	0.0377	\$10,610.05
Aluminum Company of America	48,670.00	0.1749	\$49,156.70
Amerock Corporation	55,500.00	0.1994	\$56,055.00
AMF	4,500.00	0.0162	\$4,545.00
Amoco Corp.	14,500.00	0.0521	\$14,645.00
Anchor Coupling Co., Inc.	4,250.00	0.0153	\$4,292.50
Anderson Company	17,897.50	0.0643	\$18,076.48
Andrews Wire of SC	28,500.00	0.1024	\$28,785.00
Andrews Wire of TN	8,000.00	0.0287	\$8,080.00
Appleton Electric Co.	1,210.00	0.0043	\$1,222.10
Arlington Plating Co.	2,900.00	0.0104	\$2,929.00
Ashland Chemical Company	9,140.00	0.0328	\$9,231.40
Automatic Electric Co.	137,224.00	0.4930	\$138,596.24
AVCO Division Thompson Steel	48,850.00	0.1755	\$49,338.50
Bartlett Manufacturing Co., Inc.	5,060.00	0.0182	\$5,110.60
Bell Telephone Laboratories	26,345.00	0.0946	\$26,608.45
Berg Manufacturing Co.	2,300.00	0.0083	\$2,323.00
Best Disposal	8.00	0.0000	\$8.08
Borg Warner Corp.	13,155.00	0.0473	\$13,286.55
Brunswick Corp.	64,600.00	0.2321	\$65,246.00
Brush Wellman, Inc.	29,379.09	0.1056	\$29,672.88
Buckbee-Mears Co.	6,435.00	0.0231	\$6,499.35
C.P. Hall Co.	1,045.00	0.0038	\$1,055.45
Camcar Screw	7,865.00	0.0283	\$7,943.65
Campbell Soup Co.	55.00	0.0002	\$55.55
Card-O-Link Co.	576.00	0.0021	\$581.76
Celanese Coatings	6,000.00	0.0216	\$6,060.00
Cetron Electronics, Inc.	405.00	0.0015	\$409.05
Chemical Waste Management of IL	4,171.00	0.0150	\$4,212.71
Chemtech Industries, Inc.	176,000.00	0.6323	\$177,760.00
Cherry Electrical Products Corp.	148,359.00	0.5330	\$149,842.59
Chromium Corp.	106,697.76	0.3833	\$107,764.74
Circuit Science Inc.	26,281.67	0.0944	\$26,544.49
Cold Metal Products Co., Inc.	4,100.00	0.0147	\$4,141.00
Commonwealth Edison Company	19,360.00	0.0696	\$19,553.60
Conoco Chemicals	990.00	0.0036	\$999.90
Crane Co.	1,100.00	0.0040	\$1,111.00
CTS Corp.	12,215.00	0.0439	\$12,337.15
Delco Electronic Division of GMC	30,450.00	0.1094	\$30,754.50
DeSoto, Inc.	2,200.00	0.0079	\$2,222.00

Doehler-Jarvis	230,445.00	0.8279	\$232,749.45
Du-Tone Chemical	8,470.00	0.0304	\$8,554.70
Eagle River Chemical Co.	4,200.00	0.0151	\$4,242.00
Ekco Housewares	2,090.00	0.0075	\$2,110.90
Electronic Components & Services	2,810.00	0.0101	\$2,838.10
Enthone, Inc.	19,234.48	0.0691	\$19,426.82
EX-CELL-O Corp.	370.00	0.0013	\$373.70
Fabri Tek Circuits, Inc.	83,281.86	0.2992	\$84,114.68
Fansteel Electrometals	10,400.00	0.0374	\$10,504.00
Fisher Controls International Inc.	2,535.00	0.0091	\$2,560.35
Foto Fabrication Corp.	89,530.00	0.3217	\$90,425.30
Frantz Manufacturing Co.	47,600.00	0.1710	\$48,076.00
G.T. Schjeldahl Co.	13,922.00	0.0500	\$14,061.22
Gardner Denver Machinery, Inc.	220.00	0.0008	\$222.20
General Dynamics Corp.	1,095.00	0.0039	\$1,105.95
General Electric Co.	23,145.12	0.0832	\$23,376.57
Gilbert & Bennett	5,000.00	0.0180	\$5,050.00
Globe Industries, Inc.	46,527.00	0.1672	\$46,992.27
Globe Skate	1,760.00	0.0063	\$1,777.60
Great Lakes Screw Div. of U.S. Industries	14,135.00	0.0508	\$14,276.35
Guardian Electric Manufacturing Co.	8,360.00	0.0300	\$8,443.60
H.H. Howard Corp.	193,719.00	0.6960	\$195,656.19
Heatbath Corp.	129,714.80	0.4660	\$131,011.95
Herschel Manufacturing Corp.	19,500.00	0.0701	\$19,695.00
Howmet Corp.	44,770.00	0.1608	\$45,217.70
Hutchinson Technology, Inc.	5,905.00	0.0212	\$5,964.05
Hydrite Chemical Co.	4,928.16	0.0177	\$4,977.44
Hyon Waste Services	125.00	0.0004	\$126.25
Illinois Bell Telephone Co.	220.00	0.0008	\$222.20
Illinois Tool Works	40,296.00	0.1448	\$40,698.96
Industrial Color	30,000.00	0.1078	\$30,300.00
Inland Steel Co.	22,410.00	0.0805	\$22,634.13
IBM Corp.	13,800.00	0.0496	\$13,938.00
Iowa Industries	10,200.00	0.0366	\$10,302.00
Jensen-Souders Associates	1,320.00	0.0047	\$1,333.20
John Deere	110.00	0.0004	\$111.10
Johnson Mold & Manufacturing	52,932.00	0.1902	\$53,461.32
Jones Chemical, Inc.	108,365.00	0.3893	\$109,448.65
Kalmus & Associates, Inc.	149,174.00	0.5359	\$150,665.74
Kearney & Trecker Corp.	220.00	0.0008	\$222.20
Keil Chemical Co., Inc.	9,229.10	0.0332	\$9,321.39
Kiowa Corp.	7,270.00	0.0261	\$7,342.70
Knape & Vogt Manufacturing Co.	6,880.00	0.0247	\$6,948.80
Knowles Electronics, Inc.	1,090.00	0.0039	\$1,100.90
Lauson Engine	1,265.00	0.0045	\$1,277.65
Levin & Sons Inc.	12,325.00	0.0443	\$12,448.25
Liquid Dynamics	420.00	0.0015	\$424.20
MacWhyte Co.	10,000.00	0.0359	\$10,100.00
Marshalltown Instruments	3,685.00	0.0132	\$3,721.85
Mathias Klein & Sons, Inc.	26,238.00	0.0943	\$26,500.38
McKesson Chemical Co.	27,540.75	0.0989	\$27,816.19
Mech-Tronics Corp.	3,190.00	0.0115	\$3,221.90
Mechanical Plating Co.	770.00	0.0028	\$777.70
Mefferd Industries	1,705.00	0.0061	\$1,722.05

MGD Graphics	605.00	0.0022	\$611.05
Micro Switch	21,282.50	0.0765	\$21,495.33
Midland Ross Corp.	12,155.00	0.0437	\$12,276.55
Midwest Fasteners Corp.	43,000.00	0.1545	\$43,430.00
Midwest Steel Co.	10,000.00	0.0359	\$10,100.00
Midwest Tibon	5,000.00	0.0180	\$5,050.00
Mobile Chemical Co.	65.22	0.0002	\$65.87
Murray Ohio Manufacturing Co.	22,335.00	0.0802	\$22,558.35
National Cash Register Co.	600.00	0.0022	\$606.00
National Electronics	81,015.00	0.2911	\$81,825.15
National Lead Company of Ohio	30,935.50	0.1111	\$31,244.86
National Lock Fastener	1,500.00	0.0054	\$1,515.00
National Precision Circuits	5,435.00	0.0195	\$5,489.35
Nelson Steel & Wire Co.	33,600.00	0.1207	\$33,936.00
Offutt Air Force Base	1,155.27	0.0042	\$1,166.82
Oilgear Co.	1,325.00	0.0048	\$1,338.25
Omahaline Hydraulics Corp.	385.00	0.0014	\$388.85
Outboard Marine Corp.	28,650.00	0.1029	\$28,936.50
Owatonna Tool Co.	2,035.00	0.0073	\$2,055.35
Owens-Corning	6,221.72	0.0224	\$6,283.94
Peerless Chain Co.	79,474.31	0.2855	\$80,269.05
Penwalt Corp.	2,106.45	0.0076	\$2,127.51
Petersen Manufacturing Co., Inc.	165.00	0.0006	\$166.65
Philip A. Hunt Chemical Corp.	166,428.00	0.5979	\$168,092.28
Philip Bros. Chemical Co.	2,491.17	0.0090	\$2,516.08
Phillips Petroleum Co.	4,290.00	0.0154	\$4,332.90
Pollution Control Corp.	2,585.00	0.0093	\$2,610.85
Precision Twist Drill & Machine	935.00	0.0034	\$944.35
Pureco Systems, Inc.	10,143.18	0.0364	\$10,244.61
R. Lavin & Sons	6,325.00	0.0227	\$6,388.25
Rappahannock Wire Co.	8,855.00	0.0318	\$8,943.55
RCA Consumer Electronics	3,500.00	0.0126	\$3,535.00
Reflector Hardware Co.	1,500.00	0.0054	\$1,515.00
Rembrandt Lamps	2,275.00	0.0082	\$2,297.75
Rockwell International Draper Div.	2,890.00	0.0104	\$2,918.90
Russell, Burdsall & Ward Nut & Bolt	266,600.00	0.9578	\$269,266.00
Santa Fe Railroad	4,000.00	0.0144	\$4,040.00
SCA Chemical Service Inc.	2,600.00	0.0093	\$2,626.00
S & R of Tennessee	3,500.00	0.0126	\$3,535.00
Snap-On Inc.	110.00	0.0004	\$111.10
Sobin Chemical Co.	8,440.00	0.0303	\$8,524.40
South Bend Community School Corp.	0.56	0.0000	\$0.57
Southern California Chemical	22,165.30	0.0796	\$22,386.95
Southern Screw Co.	9,460.00	0.0340	\$9,554.60
Sperry-Univac Corp.	223,876.40	0.8043	\$226,115.16
St. Joseph County Health Department	1.00	0.0000	\$1.01
Stanadyne, Inc.	55.00	0.0002	\$55.55
Stanford Division-MAN Roland, Inc.	825.00	0.0030	\$833.25
Stauffer Chemical Co.	17,160.00	0.0617	\$17,331.60
Stembridge Manufacturing Co.	330.00	0.0012	\$333.30
Texas Instruments, Inc.	7,162.00	0.0257	\$7,233.62
Thompson-Hayward Chemical	4,750.00	0.0171	\$4,797.50
Thor Power Tools	3,080.00	0.0111	\$3,110.80
Toledo Pickling & Steel Service	176,505.00	0.6341	\$178,270.05

TRW, Inc.	8,030.00	0.0288	\$8,110.30
U.S.S. Lead	10,000.00	0.0359	\$10,100.00
U.S. Steel Corp.	31,138.28	0.1119	\$31,449.66
Universal Circuits Inc.	14,270.00	0.0513	\$14,412.70
University of Illinois	8.00	0.0000	\$8.08
University of Notre Dame	605.17	0.0022	\$611.22
Valley City Plating Co.	3,195.00	0.0115	\$3,226.95
Viking Pump Div. of Houdille Industries	2,420.00	0.0087	\$2,444.20
W.H. Maze Company	6,926.00	0.0249	\$6,995.26
<del>Wayne</del> Wayne-Circuits Company	4,290.00	0.0154	\$4,332.90
Wean-Pori	197,799.34	0.7106	\$199,777.33
Web Chemical Co.	8,360.00	0.0300	\$8,443.60
Wellman Dynamics Corp.	18,300.00	0.0657	\$18,483.00
Western Slate Co.	200.00	0.0007	\$202.00
Witco Corp.	2,890.44	0.0104	\$2,919.34
Woodstock Die Casting	22,300.00	0.0801	\$22,523.00
Zenith Electronics	15,539.00	0.0558	\$15,694.39
Total Volume/Percent for De Minimis	4,575,990.16	16.4404	